

**SANTA FE COUNTY
LEASE AGREEMENT WITH THE CITY OF SANTA FE**

THIS LEASE AGREEMENT is made and entered into this 2nd day of March, 2011, by and between the **County of Santa Fe**, hereinafter referred to as the "County" and the **City of Santa Fe** _____, hereinafter referred to as the "City."

RECITALS

WHEREAS, the City needs an office for its Domestic and Sexual Violence Prevention Coordinator ("Coordinator"), a City employee, but the City does not have funds to lease such an office.

WHEREAS, the Coordinator provides supervision for offenders on probation and other services to victims of domestic violence including residents of the County at no expense to the County.

WHEREAS, the County owns property on South Galisteo Street, Santa Fe, New Mexico (the "Property"), including the office at 2052 South Galisteo Street, Suite A, that is the subject of this Lease Agreement ("Office");

WHEREAS, the City needs an office for the Coordinator, and the proximity of the Office to the Magistrate Court is beneficial to the City; and

WHEREAS, the County currently is not using the Office and is willing to allow the City to use the Office for its Coordinator.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the County and City agree as follows:

1. **Lease of Office**

The County agrees to allow the City to use the Office for its Coordinator in accordance with the conditions set forth in this Agreement. Additionally, the County will pay the reasonable utility costs for the Office.

2. **Lease Term**

This Lease shall, upon due execution by all parties, be effective and shall terminate **December 31, 2012**, unless earlier terminated pursuant to Section 5, TERMINATION, of this lease.

3. **Obligations of the City**

In consideration for the County allowing the City the use of the Office, the City agrees to perform the following obligations:

- A. The City's Coordinator shall provide services to residents of the County on the same terms as those services are provided to residents of the City.
- B. The City shall not make alterations, attach fixtures, erect additions, structures or signs on the Office without prior written approval from the County. All improvements and alterations shall be completed to the satisfaction of the County and shall, at the termination of this Lease, become the property of the County; provided, however, that the County may, in its sole discretion, require the City, at the City's sole expense, to remove any such improvements or alterations and return the Office to the condition it was in at the time it was leased to Lessee.
- C. The City shall maintain insurance in the amount of \$1,050,000 for personal liability and \$1,050,000 for property damage coverage and shall name Santa Fe County as an additional insured and shall prohibit the insurance company from terminating the policy without first providing the County with written notice of the termination ten days in advance of said termination at the address set forth in Section 8, "Notice." Prior to occupying the Office, the City shall provide a copy of said insurance policy to the County.
- D. The City shall neither cause nor permit any hazardous material to be brought upon, kept or used in the Office. As used herein, "hazardous material" means a substance the release of which would necessitate an environmental response action under any federal, state, county or municipal law, whether now in effect or enacted in the future.
- E. The City shall not create or allow a nuisance to exist at the Office.
- F. The City shall report any incidents of damage or vandalism involving the Office to the County as soon as possible, but in no event shall any incident be reported more than 24 hours after the time the incident is discovered
- G. The City shall not acquire an ownership interest in the Office.
- H. The City shall be liable for and shall reimburse the County for any damage to the Office beyond normal wear and tear.
- I. The City agrees to pay all other costs that are not covered under this Lease that result from the City's use of the Office.

4. **Rent**

In lieu of monetary rent, the City agrees to fulfill its responsibilities under Section 3, "Obligations of the City".

5. **Termination**

A. Termination for Convenience of the County

The County may, in its sole discretion, terminate this Agreement at any time for any reason by giving the City advance written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the City's receipt of the notice.

B. Termination for Convenience of the City

The City may terminate this Agreement at any time for any reason by giving the County advance written notice of termination.

C. County's Liability for Termination of Lease

In no event shall the County be liable to Lessee for any damages allegedly suffered by the City as a result of the County's termination of this Lease

6. **Surrender Upon Termination**

At the expiration of the term of this Lease or upon termination pursuant to Section 5 of the Lease, the City must surrender the Office to the County in as good a condition as it was at the beginning of the term, reasonable use and wear excepted.

7. **New Mexico Tort Claims Act**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the City or the County or their "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

8. **Notice**

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To the County: County Manager
Santa Fe County
P.O. Box 276, 201 Grant Ave.
Santa Fe, NM 87504-0276

and

Steve Shepherd
Health and Human Services Division Director
2052 South Galisteo
Santa Fe, NM 87501

To the City: City Manager
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 87501-0909

9. **Captions**

Any captions to or headings of the paragraphs of this Lease are solely for the convenience of the parties, are not a part of this Lease and shall not be used for the interpretation or determination of validity of this Lease or any provisions hereof.

10. **Severability**

In case any one or more of the provisions contained in this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

11. **Applicable Law**

This Lease shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of New Mexico. The County and the City agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the district courts of New Mexico, located in Santa Fe County.

12. **Assignment**

The City shall not have the right to transfer and assign, in whole or in part, its rights and obligations under the Lease and in the Office. The City shall not assign this Lease or sublet all or any part of the Office. Any attempted transfer, assignment, or subletting by Lessee shall be null and void.

13. **No Waiver**

No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

14. **Amendment**

This Lease shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

15. **Force Majeure**

The County shall have no liability to the City, nor shall Lessee have any claim for constructive eviction, because of the County's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond the County's reasonable control,

including without limitation, strikes or other labor difficulties, war, riot, civil insurrection, accidents, acts of God and governmental preemption in connection with a national emergency.

16. **Entire Lease**

The foregoing constitutes the entire agreement between the County and the City, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

SANTA FE COUNTY

By: 

VIRGINIA VIGIL

Chair, Board of County Commissioners

Santa Fe County

Date: 2/22/11

APPROVED AS TO FORM:

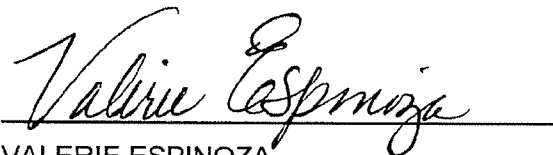


STEPHEN C. ROSS

County Attorney

Date: 19 January 2011

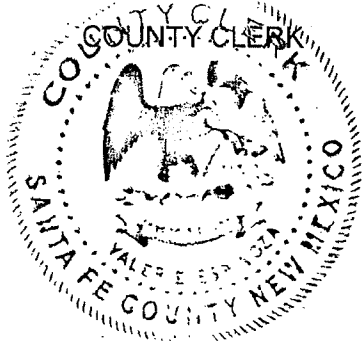
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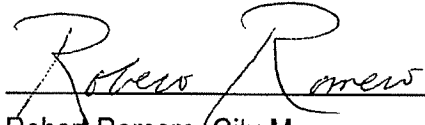
VALERIE ESPINOZA

COUNTY CLERK

Date: 2/22/11

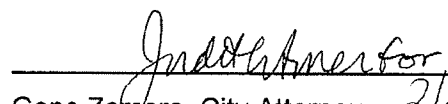


CITY OF SANTA FE

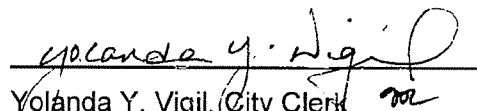

Robert Romero, City Manager

Date: 3.3-11

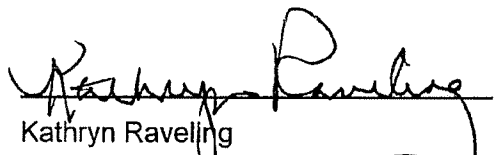
APPROVED AS TO FORM:


Geno Zamora, City Attorney 2/28/11

Date: _____


Yolanda Y. Vigil, City Clerk me

Date: 3-16-11


Kathryn Raveling
Finance Director

Date: 3/1/2011